

Development Work Agreement
Company name

You, Client, have asked us, Official company name, with a principal place of business at full address, to create custom software for you. This is our Agreement for this project:

What we agree to do:

1. **Scope of Work.** The scope of my work for you is listed on Exhibit A to this Agreement. We will start working on this project within 3 days after we receive a signed copy of this Agreement and specify the amount of the down payment if any. If the scope of work changes after we sign this Agreement, you and us agree to negotiate and sign an amended Exhibit

A.

2. **Project Milestones.** We have agreed that we will work on this project in phases. Exhibit B to this Agreement lists the milestones that we've agreed will apply to each phase of my work for you. If the scope of work changes after we sign this Agreement, both parties agree to negotiate and sign an amended Exhibit B.

3. **Final Deliverables.** We will deliver to you, via electronic mail [or a downloadable hyperlink], within 4 days after you approve the final deliverable(s), digital files containing my work for you under this Agreement.

Specifically, we will provide you with the following:

4. **Original Work/Conflicts/Confidentiality.** We promise that, except for anything that you give us to incorporate into the software we will create for you: (a) my work will be original and will not be copied in whole or in part from any other work; (b) we are the sole and exclusive owner of all intellectual property rights, including patent, copyright, trade secret and other proprietary rights in and to the software we create for you, or we have secured such rights to any third-party content incorporated into my final code; and (c) our work does not violate the patent, copyright, trade secret or other property right of any person, firm or entity. We promise that this Agreement does not conflict with any other contract, agreement or understanding to which we are a party. Finally, we promise that we will hold and maintain in strict confidence any confidential information that you provide us (such as proprietary technical or business information), and we will not disclose such information to any third party except as may be required by a court or governmental authority.

5. Pay Us For My Work. You promise to pay us the total sum ("Fee") of \$total dollar amount in total number of payments. Down payment percentage of the Fee will be due when we sign this Agreement and before we begin. The remaining percentage of total remaining of the Fee will be due incrementally every amount of time between delivery or updates and before we send you final files containing the software you approved. Payment will be made using payment method. If you ask us to use any third-party content (such as stock photos or third party software that must be incorporated in the software we are creating for you), you promise to pay us the actual cost of licensing that third-party content for work under this Agreement. You agree that until you pay us for each increment, you will not acquire the rights or license to use or transfer ownership of that section of software that we have created for you under this Agreement.

6. Pay us For Extra Work. We agree that the Fee you owe us will cover in full all of the work listed in Paragraph 1/Exhibit A of this Agreement. You agree that if you ask us to make changes or do other work for you that is not covered by this Agreement, you'll pay us an hourly rate of specify hourly rate and this payment will be in addition to all other amounts you owe us under this Agreement. You also agree that if you ask us to do work outside the scope of this Agreement, we may take extra time to send you the final files.

7. Feedback and Acceptance. You agree that we cannot complete my work for you or meet the milestones to which we've agreed unless you give us timely feedback. You agree to provide timely feedback so that we can understand your concerns, objections or corrections, and you promise not to unreasonably withhold acceptance of the deliverables we provide you at each milestone. Feedback will be expected during each iteration as well with 48 hours of after each showcase.

We've agreed to the following acceptance process: we will test the software that we create for you to make sure that it's working properly. In turn, you promise that you will evaluate the deliverables we provided to you at each milestone listed in Exhibit B to this Agreement and let us know in writing, within two (2) calendar days after you receive each deliverable, whether you accept or reject it. If you reject a deliverable, we will correct any errors and again ask you to accept or reject the corrected deliverable – which you promise to do within one (1) calendar day after you receive the corrected deliverable. This process shall continue until you accept the deliverable or 4 calendar days have passed and you have not accepted or rejected a deliverable (at which point it will be deemed accepted). Once you've accepted a deliverable, we will proceed to do work on the next milestone.

When we deliver the final files to you and complete our work for you under this Agreement, you agree that you'll test the software in its entirety to determine if

we completed the work we promised you. You promise to let us know in writing within fifteen (7) calendar days after we deliver the final files whether you accept or reject the final files. If you reject the final files,

We will correct any errors and again ask you to accept or reject the corrected deliverable – which you promise to do within fifteen (15) calendar days after you receive the corrected deliverable. This process shall continue until you accept the deliverable or 15 calendar days have passed and you have not accepted or rejected a deliverable (at which point it will be deemed accepted). Finally, you agree that our work on this project will be complete and the Agreement will end after you've approved the final files.

8. You Have Rights To The Client Content. You promise that: (a) You own the rights to use anything you give us ("Client Content"); and (b) using such Client Content does not violate the patent, copyright, trade secret or other property right of any person, firm or entity. You grant us a nonexclusive, nontransferable license to use, reproduce, modify, display and publish the Client Content solely in connection with our work for you under this Agreement and my limited promotional uses as allowed by this Agreement. You also affirm and represent that this Agreement does not conflict with any other contract, agreement or understanding to which you are a party.

9. Rights Before You Pay Us In Full. You understand and agree that any code created by us and properly paid for is of the sole ownership of you. For each iteration, assuming it has correctly been paid for, you will own the sole product.

10. Rights After You Pay Us In Full. After you pay us for each payment section, we assign to you my right, title and interest in the copyrights for the according section software that we created for you under this Agreement. You agree that we may use your name/company name and trademarks as a reference in my promotional materials. You also agree that we may include, when referencing our work for you, a general description of the work under this Agreement. If applicable, you agree to allow us to properly document our participation within the appropriate area of this project's work.

11. Right To Make Changes. We agree that after you pay us in full, you may make any changes or additions to the software we create for you under this Agreement, which you in your discretion may consider necessary, and you may engage others to make any such changes or additions, without further payments to us. You agree that if you ask us to make changes or additions to the software after you approve the final files, we will negotiate a separate additional payment for our time to make such changes.

12. Rights To Know-How. We may incorporate into the software we create for you various preexisting development tools, routines, subroutines, programs, data or materials (Know-How).we agree that after you pay us in full for each section, you'll receive a nonexclusive, perpetual, worldwide license to use the Know-How in the software that we created for you under this Agreement. However, you shall not resell or make use of that Know-How in any other manner other than in connection with the software you receive under this Agreement.

13. Warranty. We promise you that software we create for you shall perform substantially in accordance with the specifications listed in Exhibit A and that it will not contain significant material defects. In the event the software does not perform in accordance with Exhibit A, we will, within fifteen (15) days from when you give us written notice, correct the software so that it performs substantially in accordance with Exhibit A. We also promise you that to the best of my knowledge, the software will not contain any virus, worm, trap door, back door, Trojan Horse, timer or clock that would erase data or programming or otherwise cause the software to become inoperable or incapable of being used.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SOFTWARE WE CREATE FOR YOU IS PROVIDED WITHOUT ADDITIONAL WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE PRIOR TO THIS AGREEMENT. WE HEREBY EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE SOFTWARE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS WITH YOU. THE REMEDIES PROVIDED IN THIS AGREEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES.

14. Limitations of Remedies. WE SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO YOU FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF WE ARE ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. MY CUMULATIVE LIABILITY FOR ANY DAMAGES ARISING OUT OF OR IN ANY MANNER RELATED TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR TORT, SHALL BE LIMITED TO THE AMOUNT OF THE FEE PAID BY YOU TO us UNDER THIS AGREEMENT.

15. Entire Agreement. This Agreement constitutes the complete and exclusive agreement between us concerning the work on this project, and it supersedes all

other prior agreements, proposals, and representations, whether stated orally or in writing. We can modify this agreement in writing, if both parties sign that modification.

16. Termination. Either party may terminate this Agreement, in addition to any other remedies available to us under this Agreement, if: (i) the non-terminating party has failed to perform or meet any material obligation, condition or term in this Agreement and failed to remedy the default within twenty (20) days after the receipt of written notice from the terminating party; (ii) the non-terminating party becomes bankrupt, involuntary, voluntary or adjudicated, or shall cease to function as a going concern by suspending or discontinuing their/its business for any reason except for periodic shutdowns in the ordinary course of business and interruptions caused by strike, labor dispute or any other events over which the non-terminating party has no control.

17. Your Responsibility To Review. You promise to review all deliverables we provide you to confirm that the representations, express or implied, about your company or organization, business products or services are accurate and we do not mischaracterize your or your competitor's products or services, we do not violate proprietary or personal rights of others, and we are not libelous.

18. Controlling Law. This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of [your state or country].

19. Severability. In the event that any provision in this Agreement is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH. FURTHER, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SHALL REMAIN IN EFFECT.

By signing below, both parties agree: (a) to all of the terms and conditions of this Agreement and (b) that we have the full authority to enter into this Agreement. The Agreement is effective as of **date**.